

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN
AND RELATED MOTIONS

Name of Debtor(s): **Lavita Donyell Patterson**

Case No: **19-31458-KRH**

This plan, dated **March 27, 2019**, is:

- ☒ the *first* Chapter 13 plan filed in this case.
☐ a modified Plan, which replaces the
☐ confirmed or ☐ unconfirmed Plan dated ____.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

1. Notices

To Creditors:

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.

(1) Richmond and Alexandria Divisions:

The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.

(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.

(a) A scheduled confirmation hearing will not be convened when:

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

2. Funding of Plan. The debtor(s) propose to pay the Trustee the sum of \$ **300.00** per **month** for **44** months. Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ 13,200.00.

3. Priority Creditors. The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 5,096.00, balance due of the total fee of \$ 5,296.00 concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

C. Claims under 11 U.S.C. § 507(a)(1).

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
Capital One Auto Finance	2013 Nissan Altima 82000 miles	9/2013	5,194.00	9,025.00

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Capital One Auto Finance	2013 Nissan Altima 82000 miles	25.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment & Est. Term</u>
Capital One Auto Finance	2013 Nissan Altima 82000 miles	5,194.00	5%	155.67 36months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

5. Unsecured Claims.

- A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 1 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

- A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
-NONE-						

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the

regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage & Est. Term</u>
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-NONE-

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment & Term</u>
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-NONE-

7. Unexpired Leases and Executory Contracts. The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
Progressive Leasing	Rent-to-own - Reject

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
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-NONE-

8. Liens Which Debtor(s) Seek to Avoid.

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
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-NONE-

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
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-NONE-

9. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.

- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

10. Vesting of Property of the Estate. Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

11. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

12. Nonstandard Plan Provisions

■ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Dated: **March 27, 2019**

/s/ Lavita Donyell Patterson

Lavita Donyell Patterson

Debtor

/s/ Laura T. Alridge

Laura T. Alridge 42549

Debtor's Attorney

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan

Certificate of Service

I certify that on **March 27, 2019**, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Laura T. Alridge

Laura T. Alridge 42549

Signature

P. O. Box 11588

Richmond, VA 23230

Address

(804) 358-9900

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on **March 27, 2019** true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

**Capital One Bank
c/o Richard D. Fairbank, CEO
1680 Capital One Drive
McLean, VA 22102**

☐ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☒ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Laura T. Alridge

Laura T. Alridge 42549

**United States Bankruptcy Court
Eastern District of Virginia**

In re **Lavita Donyell Patterson**

Debtor(s)

Case No. **19-31458-KRH**

Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Capital One Bank; c/o Richard D. Fairbank, CEO
1680 Capital One Drive; McLean, VA 22102**

Name of creditor

2013 Nissan Altima 82000 miles

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due:	No later than 7 days prior to 6/5/19
Date and time of confirmation hearing:	June 5, 2019 at 11:10AM
Place of confirmation hearing:	701 E. Broad St., Rm 5000, Richmond, VA

Lavita Donyell Patterson

Name(s) of debtor(s)

By: **/s/ Laura T. Alridge**

Laura T. Alridge 42549

Signature

☒ Debtor(s)' Attorney

☐ Pro se debtor

Laura T. Alridge 42549

Name of attorney for debtor(s)

P. O. Box 11588

Richmond, VA 23230

Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**

Fax # **(804) 358-8704**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

- ☐ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or
- ☒ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this **March 27, 2019**.

/s/ Laura T. Alridge

Laura T. Alridge 42549

Signature of attorney for debtor(s)

Ver. 10/18

Fill in this information to identify your case:

Debtor 1 Lavita Donyell Patterson

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-31458-KRH
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
- ☐ Not employed

Member Mgmt Representative

Virginia Premier

How long employed there? since 3/2018

Debtor 2 or non-filing spouse

- ☒ Employed
- ☐ Not employed

Truck Driver

JGR

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>3,334.93</u>	\$ <u>3,900.00</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>3,334.93</u>	\$ <u>3,900.00</u>

Debtor 1 **Lavita Donyell Patterson**

Case number (if known) **19-31458-KRH**

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	\$ 3,334.93	\$ 3,900.00	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	\$ 487.50	\$ 245.66	
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ 0.00	
5c. Voluntary contributions for retirement plans	\$ 133.40	\$ 140.40	
5d. Required repayments of retirement fund loans	\$ 0.00	\$ 0.00	
5e. Insurance	\$ 442.82	\$ 579.02	
5f. Domestic support obligations	\$ 0.00	\$ 0.00	
5g. Union dues	\$ 0.00	\$ 0.00	
5h. Other deductions. Specify: Advance	\$ 0.00	\$ 260.00	
Medical Savings	\$ 0.00	\$ 41.69	
Client Life	\$ 0.00	\$ 35.49	
Accident	\$ 0.00	\$ 10.53	
AD&D	\$ 0.00	\$ 7.50	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 1,063.72	\$ 1,320.29	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 2,271.21	\$ 2,579.71	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 0.00	\$ 0.00	
8b. Interest and dividends	\$ 0.00	\$ 0.00	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00	
8d. Unemployment compensation	\$ 0.00	\$ 0.00	
8e. Social Security	\$ 0.00	\$ 0.00	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	\$ 0.00	\$ 0.00	
8g. Pension or retirement income	\$ 0.00	\$ 0.00	
Federal and State Tax Refunds			
8h. Other monthly income. Specify: Amortized	\$ 150.00	\$ 0.00	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 150.00	\$ 0.00	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 2,421.21	\$ 2,579.71	= \$ 5,000.92
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:			
		11. +\$	0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$	5,000.92
			Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain:			

Fill in this information to identify your case:

Debtor 1 Lavita Donyell Patterson

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-31458-KRH
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

1

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 875.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 25.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Lavita Donyell Patterson**

Case number (if known) **19-31458-KRH**

6. Utilities:								
6a. Electricity, heat, natural gas	6a. \$	230.00						
6b. Water, sewer, garbage collection	6b. \$	0.00						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	320.00						
6d. Other. Specify: _____	6d. \$	0.00						
7. Food and housekeeping supplies	7. \$	900.00						
8. Childcare and children's education costs	8. \$	550.00						
9. Clothing, laundry, and dry cleaning	9. \$	150.00						
10. Personal care products and services	10. \$	150.00						
11. Medical and dental expenses	11. \$	110.00						
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	275.00						
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	150.00						
14. Charitable contributions and religious donations	14. \$	0.00						
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	0.00						
15b. Health insurance	15b. \$	0.00						
15c. Vehicle insurance	15c. \$	355.00						
15d. Other insurance. Specify: _____	15d. \$	0.00						
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: Personal Property								
	16. \$	43.00						
17. Installment or lease payments:								
17a. Car payments for Vehicle 1	17a. \$	0.00						
17b. Car payments for Vehicle 2	17b. \$	0.00						
17c. Other. Specify: Husband's Car Payment	17c. \$	367.00						
17d. Other. Specify: _____	17d. \$	0.00						
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$	0.00						
19. Other payments you make to support others who do not live with you. Specify: _____	\$	0.00						
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.								
20a. Mortgages on other property	20a. \$	0.00						
20b. Real estate taxes	20b. \$	0.00						
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00						
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00						
20e. Homeowner's association or condominium dues	20e. \$	0.00						
21. Other: Specify: Miscellaneous Expenses	21. +\$	200.00						
22. Calculate your monthly expenses								
22a. Add lines 4 through 21.	<table border="1"> <tr> <td>\$</td> <td>4,700.00</td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td>4,700.00</td> </tr> </table>		\$	4,700.00	\$		\$	4,700.00
\$			4,700.00					
\$								
\$	4,700.00							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. Calculate your monthly net income.								
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	5,000.92						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	4,700.00						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	300.92						
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. Explain here: _____								

AES Fed Loan
P.O. Box 69184
Harrisburg, PA 17106

American Medical Collection Ag
Re: Lab Corp of America
2269 S. Saw Mill River Rd #3
Elmsford, NY 10523

Capital Management Services
Re: Univ. of Phoenix
698 1/2 South Ogden Street
Buffalo, NY 14206-2317

Capital One Auto Finance
Attn: Bankruptcy Department
P.O. Box 260848
Plano, TX 75026-0848

Capital One Bank USA NA
PO Box 30281
Salt Lake City, UT 84130

Capital Pediatrics, PC
11601 Robious Road # 100
Midlothian, VA 23113

Comenity bank/VCTRSSEC
P.O. Box 182789
Columbus, OH 43218

Comenity Bank/Zales
PO Box 182120
Columbus, OH 43218-2120

ComenityBank/KayJewelers
PO Box 182789
Columbus, OH 43218

Commonwealth Perinatal Assoc.
Re: Bankruptcy
7601 Forest Ave Ste 336
Richmond, VA 23229

Commonwealth Primary Care
1800 Glenside Drive Suite 105
Suite 410
Richmond, VA 23226

Credit Adjustment Board
8002 Discovery Drive
Suite 311
Henrico, VA 23229-8601

Credit Collection Services
Re: LabCorp
725 Canton St
Norwood, MA 02062

Dr. Bill's Pet Infirmary
Re: Bankruptcy
6901 Chital Drive
Midlothian, VA 23112

Durham & Durham, L.L.P.
Re: Bankruptcy
5665 New Northside Drive, #510
Atlanta, GA 30328-4649

Ed Financial/ESA
120 N. Seven Oak Dr
Knoxville, TN 37922

Focused Recovery Solutions
9701 Metropolitan Ct, Suite B
Richmond, VA 23236-3662

Henrico Doctor's Hospital
Attn: Legal Dept.
P.O. Box 13620
Richmond, VA 23225

HSBC Bank Nevada, N.A.
3936 E Ft. Lowell Rd Suite 200
Tucson, AZ 85712

James River Emergency Group
ATTN # 21109M
PO Box 14000
Belfast, ME 04915-4033

KPM LLC
t/a Clairmont at Chesterfield
1128 Independence Blvd STE200
Virginia Beach, VA 23455

Labcorp
Re: Bankruptcy Dept.
PO Box 2240
Burlington, NC 27216

LCA Collections
Re: LabCorp
1250 Chapel Hill Road
Burlington, NC 27215

LVNV Funding LLC
c/o Resurgent Capital Service
PO Box 1269
Greenville, SC 29603

Maryland Transportaion Authori
P.O Box 17600
Baltimore, MD 21297-7600

Midland Funding LLC
Recoser, LLC
22 SE 2nd Ave, St#1120
Miami, FL 33131-1605

Nationwide Recovery Service
545 West Inman Street
Cleveland, TN 37311

Navient
123 S. Justison Street
Suite 300
Wilmington, DE 19801-5363

NPAS, Inc
P.O. Box 99400
Louisville, KY 40269

OB GYN Specialist of Richmond
3 Maryland Farms STE 250
Brentwood, TN 37027-5053

Payments MD
5665 New Northside Dr.
Ste. 300
Atlanta, GA 30328

Peter J. Heindel
6802 Paragon Pl
Suite 410
Richmond, VA 23230

Portfolio Recovery Assoc., LLC
Riverside Commerce Center
120 Corporate Blvd Suite 100
Norfolk, VA 23502

Professional Account Managemen
PO Box 785
RE: VDOT
Milwaukee, WI 53201-0785

Progressive Leasing
11629 S. 700 E.
Suite 100
Draper, UT 84020

Radius Global Solutions
7831 Glenroy Road
Suite 250-A
Minneapolis, MN 55439

Sheridan Children's Health
Attn: Bankruptcy Dept
P.O. Box 452409
Fort Lauderdale, FL 33345-2409

SunTrust Student Loans
501 Bleecker St
Utica, NY 13501

T-Mobile
Re: Bankruptcy
P.O. Box 37380
Albuquerque, NM 87176-7380

Tanja Korpi
11228 Independence BLVD
Suite 200
Virginia Beach, VA 23455

Toll Violation Processing Cent
PO Box 1234
Clifton Forge, VA 24422

University of Phoenix
Re: Bankruptcy
3157 E. Elwood Street
Phoenix, AZ 85034

US Dept of Education
3130 Fairview Park Drive
Suite 800
Chesapeake, VA 23323